



1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569



ST JOHN THE BAPTIST PARIS
ELIANA DEFRANCESCH Clerk of Cour
I certify that this is a true copy of the
original filing that was recorded on:
01/19/2022 10:50AM
386085-MO

Maked his #82951

# PROFESSIONAL SERVICES AGREEMENT BETWEEN ST JOHN THE BAPTIST PARISH AND DIGITAL ENGINEERING AND IMAGING, INC. FOR WATER IMPROVEMENTS PROGRAM MANAGEMENT

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Water Improvements Program Management with Digital Engineering and Imaging, Inc., at the December 28, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Clean Water State Revolving Loan Program Management Services.

This Agreement is made and entered into on this day of <u>December</u>, 2021 between St. John the Baptist Parish Council, (hereinafter referred to as "PARISH"), represented by Jaclyn Hotard, Parish President, and Digital Engineering and Imaging, Inc., 527 W. Esplanade Avenue, Suite 200, Kenner, LA, 70065, Phone: (504) 468-6129 represented by Robert J. Delaune Jr, P.E. (hereinafter referred to as "ENGINEER") do hereby enter into this "Agreement" under the following terms and conditions.

The parties recognize, stipulate and agree that Digital Engineering and Imaging, Inc. is, for all purposes under this Agreement, an independent contractor solely responsible for its own means and methods for performance of the work or services stated herein. Digital Engineering and Imaging, Inc. shall perform without supervision by the Parish as an independent contractor and shall not be considered to be an employee, representative, spokesman, agent or servant of the Parish for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the parties hereto that nothing in this **Agreement** shall impose any duty on, or empower Digital Engineering and Imaging, Inc. with any authority, that might be interpreted to make Digital Engineering and Imaging, Inc. a "public employee" under La. R.S. 42:1102. The parties stipulate that Digital Engineering and Imaging, Inc. shall not be deemed a "public employee" under La. R.S. 42:1102.

#### SCOPE OF SERVICES

The services to be performed by Engineer for Parish under this Agreement ("Services") are set out in **Exhibit A (Statement of Work)**, incorporated herein by reference. The Services are to be performed in

Digital Engineering and Imaging, Inc.
Water Improvements Program Management Services

#### TERM OF AGREEMENT

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by **Amendment**.

#### **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

# **PAYMENT TERMS**

In consideration of the services described above, **Parish** hereby agrees to provide compensation to the Engineer in accordance with its fee schedule listed in **Exhibit B**: **Price Schedule**.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

# **INSURANCE**

Engineer shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements.** 

# MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **Engineer** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

#### **TAXES**

**Engineer** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Engineer's** obligation. **Engineer** is required to provide a completed W-9 form prior to commencement of work.

# **TERMINATION FOR CAUSE**

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Engineer** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Engineer** written notice specifying the **Engineer**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Engineer** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Engineer** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Engineer** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Engineer**.

# **TERMINATION FOR CONVENIENCE**

**Parish** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Engineer** of its intent to terminate this **Agreement**. The **Engineer** shall be entitled to payment for deliverables in progress; to the extent work has been performed.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to Engineer by Parish shall remain the property of Parish, and shall be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Engineer in connection with the performance of the services in which contract fees have been paid for herein shall become the property of Parish, and shall, upon request, be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Agreement.

# **NON-ASSIGNABILITY**

**Engineer** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **Parish**. This provision shall not be construed to prohibit the **Engineer** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **Parish**.

# **AUDITORS**

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Engineer** which relate to this Agreement.

#### NOTICE TO PROCEED

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

# **INDEMNITY**

To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **Engineer**.

#### GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **AGREEMENT** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **Engineer** is entering into this agreement in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **Engineer** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, contractor or corporation for any obligations of the **Engineer** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the Contractor, shall not be assigned or subcontracted in whole or in part by the Contractor as to the services to be performed hereunder without the written consent of the PARISH.

#### SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal, or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Engineer** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

#### **NOTICES**

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Engineer:	
ATTN: Jaclyn Hotard	Digital Engineering and Imaging, Inc.	
St. John the Baptist Parish	Attn: Robert J Delaune Jr, P.E.	
1811 W. Airline Hwy.	527 W. Esplanade Ave, Suite 200	
LaPlace, Louisiana 70068	Kenner, LA 70065	

# **DISCRIMINATION CLAUSE**

The **Engineer** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Engineer** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:	PARISH:
	ST. JOHN THE BAPTIST PARISH
~ 2	Joely Mar
SIGNATURE	By: Jaclyn Hotard
	Parish President
Deshanda Firmin PRINT NAME	,
WITNESS:	ENGINEER:
	Digital Engineering and Imaging, Inc.
	Roht h. Delaunah.
SIGNATURE	By: Robert J. Delaune Jr.
Pety Monte	Vice President

PRINT NAME

# Exhibit A Statement of Work

# SERVICES

The ENGINEER shall provide all services listed in the statement of work required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement subject to the normal standard of care, including attendance by the ENGINEER at project meetings.

# PROJECT DESCRIPTION

St. John the Baptist Parish voters approved Proposition No. 4 – Parish wide Water Improvements on November 13, 2021 for much needed improvements to the St. John the Baptist Parish Water Treatment and Distribution System.

The proposed project includes \$40,135,848 of the following improvements to the LaPlace Water System

- 1. New Water Intake Pump Station on the Mississippi River,
- 2. New Raw Water Transmission Main,
- 3. New Water Treatment Clarifiers and Additional Membrane Filters to utilize the Mississippi River as the water source for LaPlace and abandon the existing Ruddock water source.

The proposed project also includes \$12,566,915 of the following improvements to the Reserve Water System's Lions Water Treatment Plant

- 1. Additional One MGD Filter,
- 2. Membrane Treatment,
- 3. Expanded Sludge Return,
- 4. New Clear Well, and Control Valves for Clarifiers.

# **Program Management Activities:**

- 1. Develop and Maintain document control database to track all project correspondence and issue regularly scheduled document control status reports indicating items requiring action.
- 2. Assist the PARISH in the finalization of scope of work and budget for each project and review itemized construction cost estimates prepared by design consultants for individual projects.
- 3. Assist the PARISH with all engineering contracts and subsequent amendments and provide recommendation for approval.
- 4. Review Reports As the PARISH's design consultant(s) completes its work on the various design phase packages, the PROGRAM MANAGER shall perform a review therof. Promptly after completion of the review, the PROGRAM MANAGER shall submit to the DIRECTOR, with sufficient copies to the OWNER's design consultant(s), a written report covering action taken by the PARISH's design consultants(s) with respect to suggestions or recommendations previously submitted.

Digital Engineering and Imaging, Inc.
Water Improvements Program Management Services

- 5. Review of PARISH's design consultant(s) plans and specifications and final cost estimate for general conformance with PARISH's criteria and constructability and make recommendations for approval. If any estimate submitted to the PARISH exceed previously approved estimates or the PARISH's budget, the PROGRAM MANAGER shall make appropriate recommendations to the PARISH and Engineer.
- 6. Monitor the general compliance of the plans and specifications, prepared by the PARISH's design consultants of record, with design standards, applicable Codes and Standards, and any and all permitting restrictions/requirements (federal, state, or local entities with jurisdiction).
- 7. Assist the PARISH with the development of bid packages prepared by PARISH's design consultant(s).
- 8. Assist the PARISH with the review of addendums (if necessary) during the project's bid process.
- 9. Provide PARISH support at pre-bid conference, bid opening and pre-construction conference.
- 10. Assist the PARISH with the award of the construction contract.
- 11. Advise the PARISH as to the acceptability of subcontractors proposed by prime contractor.
- 12. Review contractor's construction schedules and schedule of values.
- 13. Assist PARISH in setting up and monitoring a construction "check list" which would allow for early recognition of time delays, contractual disagreements and cost overruns.
- 14. Review and/or generate Program construction schedule to minimize disruption to residents, businesses, and the traveling public.
- 15. Prepare timely and clear reports concerning construction progress, milestones and other elements.
- 16. The PROGRAM MANAGER shall provide a competent technical representative (Professional Engineer) and such assistants as may be required to conduct periodic on-site construction observation of the progress of the work to determine in general if the work is being performed in a manner that would indicate that, when completed; the work will be in general accordance with the Contract Documents. The PROGRAM MANAGER shall use reasonable care and skill to monitor and review conformance of materials, finishes, and workmanship to the standards established by the Contract documents, review the work, witness tests, and evaluate test reports, and notify the PARISH of deficiencies observed in the Contractor's work. On the basis of such on-site observations as PROGRAM MANAGER, the PROGRAM MANAGER shall keep the PARISH informed of the progress and quality of the work and shall endeavor to guard the PARISH against defects and deficiencies in the work of the Contractor and construction not according to the contract documents. This shall not include the furnishing of inspection services but shall include periodic job visits as necessary or directed by DIRECTOR. Notwithstanding anything in this Agreement and its attachments, the PROGRAM MANAGER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
- 17. Conduct reviews (as necessary) for the interpretation and clarification of the contract documents made by the PARISH's design consultant(s), as requested by the contractor.
- 18. Advise the PARISH of any discovered deficiency or deviations from the contract documents and from the most recent construction schedule submitted by the Contractor.
- 19. Manage the change order process endeavoring to maximize effectiveness, while minimizing delay and costs.
- 20. Review and revise as necessary all documentation required for construction change orders.

- 21. Review and revise as necessary all written opinions for required changes to plans and specifications during construction, including substitute construction materials/equipment.
- 22. Attend Council meetings and other meetings as necessary to discuss issues associated with the project. This may include the preparation of reports for distribution to the Administration/Council and the general public.
- 23. Attend progress meetings.
- 24. Assist the PARISH in attending substantial completion inspections and final inspections meetings in order to ensure satisfactory completion of the projects before issuing final acceptance.
- 25. Before the final acceptance of the work, confirm that plans and specifications have been complied with, that proper materials have been used, and generally that the PARISH has secured the work contracted for.
- 26. Updating design and construction scheduling.
- 27. Coordinate with the Louisiana Department of Transportation (LADOTD), Regional Planning Commission (RPC), Federal Highway Administration (FHWA) and other Federal and local regulatory agencies for Federal and State funded projects, including but not limited to, assisting in processing requests for reimbursements, and meeting applicable agency guidelines during design and construction.
- 28. Review and make recommendations for approval of final payments to design consultants and construction contractors.
- 29. Review and provide an opinion regarding the design consultant's recommendation for approval of all as-built drawings.

The PARISH, the PROGRAM MANAGER and the PARISH's design consultant(s) shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required.

PARISH reserves the right to dictate scope of work/services required on a project-by-project basis. DIRECTOR shall be responsible for the establishment of the scope of work.

All services shall be provided on an as-needed basis and there shall be no guarantee as to the amount of work (if any) to be performed.

# Exhibit B PRICE SCHEDULE

The work identified in Exhibit A is to be initiated only upon receipt of written Notice to Proceed from the Director.

For the services outlined in Exhibit A, the Owner shall pay the Engineer as follows:

Water Improvements Program Management

\$1,581,083.00 (Hourly Not to Exceed)

Water Improvements Program Management Fee is based on 3% of the proposed \$52,702,763 in Water Improvements. This project is funded by the 2022 Bond and any future Grants or Funding that are identified and dedicated towards these improvements.

#### **PAYMENTS**

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

#### **FUNDS**

Payment to the Engineer under this contract shall be from the St. John the Baptist Parish water fund and will be reimbursed by the 2022 Bond when the bond closes.

# **EXHIBIT C**

# **Insurance Requirements**

**Engineer** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Engineer** may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) <u>Statutory Workman's Compensation</u> covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Engineer** in connection with this **Agreement**.

# The limits for "A" above shall be not less than:

- 1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
- 2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
- 3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 4. No excluded classes of personnel or employees shall be allowed on Council's premises.
- B) <u>Commercial General Liability, including:</u>
  - 1. Contractual liability assumed by this agreement.
  - 2. Owner's and **Engineer's** Protective Liability (if Engineer is a General Engineer).
  - 3. Personal and advertising liability.
  - 4. Completed operations.
  - 5. Medical Payments.

# The limits for "B" above shall not be less than:

- 1. \$1,000,000 each occurrence limit.
- 2. \$2,000,000 general aggregate limits other than products completed operations.
- 3. \$1,000,000 personal and advertising injury limit.
- 4. \$1,000,000 products/completed operations aggregate limit.
- 5. \$50,000 fire damage limit.
- 6. \$5,000 medical expense limit (desirable but not mandatory).
- 7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
- 8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.
- C) <u>Comprehensive Automobile Liability</u> covering all owned, hired and other non-owned vehicles of the Engineer.

Digital Engineering and Imaging, Inc.

# The limits for "C" above shall not be less than:

- 1. \$1,000,000 CSL
- 2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

# D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Engineer shall maintain insurance in during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is canceled.

# LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

# ATTACHMENT A STANDARD HOURLY RATES SCHEDULE

# A. STANDARD HOURLY RATES

- 1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
  - 3. The Standard Hourly Rates apply as specified in Exhibit B: Price Schedule Hourly Not to Exceed Services of the Agreement.

# B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal	\$265.00
Principal/Vice President	\$230.00
Sr. Professional/Supervisor Engineer	\$180.00
Professional Engineer II	\$145.00
Professional Engineer I	\$110.00
Engineer Intern (Pre-Professional)	\$100.00
Sr. Technician/Designer	\$125.00
CAD Technician	\$90.00
Construction Manager	\$80.00
Sr. Construction Inspector	\$90.00
Construction Inspector	\$81.50
Administrative/Clerical III	\$85.00
Administrative/Clerical II	\$70.00
Administrative/Clerical I	\$50.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

# RESOLUTION

BE IT RESOLVED by the Board of Directors of Digital Engineering & Imaging, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that Kurt M. Evans, P.E., CEO of the Corporation, L. Bruce Newton, Executive Vice President, Frank T. Liang, Vice President, Robert J. Delaune Jr, Vice President, David G. LeBreton Jr, Vice President, and Andrew K. Woodroof, Vice President of the Corporation be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services.

# CERTIFICATE

I, Frank T. Liang, Senior Vice President of Digital Engineering & Imaging, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 17th day of December 2021; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 6th day of January, 2022

Vice President

# ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

# RESOLUTION R21-186

Councilman Wright proposed and Councilman Madere seconded the following resolution:

# THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. FOR WATER IMPROVEMENTS PROGRAM MANAGEMENT

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Digital Engineering and Imaging, Inc. has been selected as the Engineer for Water Improvements Program Management; and,

WHEREAS, St. John the Baptist Parish voters approved Proposition No. 4. November 13, 2021, for much needed improvements to the Water Treatment and Distribution System; and,

WHEREAS, Program Management is needed to assist the Parish with managing and delivering the proposed improvement projects that include moving the water source for LaPlace to the Mississippi River and upgrading the Lions Water Treatment Plant; and,

WHEREAS, the estimated cost of the Agreement is based on 3% of the proposed comprehensive Water Improvement Plan and will be funded through the 2022 Bond Issue and possible grant proceeds.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute the Professional Services Agreement between St. John the Baptist Parish and Digital Engineering and Imaging, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Houston, Malik, Arcuri, Wright

NAYS: None ABSTAIN: None

ABSENT: Duhe-Griffin, Schnyder, Torres

And, the resolution was declared adopted on this, the 28th day of December 2021.

Council Chairman

KuntBeinel

Jackie Landoch
Secretary

Approved: X

Parish President

# CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the <u>28<sup>th</sup></u> day of <u>December</u> 2021.

Signed at Laplace, Louisiana this

day of

2021

SEAT NATIONALISM AND STREET NATIONALISM AND STREET NATIONALISM STREET

Jackie Landeche Secretary